



CITY COUNCIL

Meeting Agenda

***REGULAR MEETING
COUNCIL CHAMBERS***

***MONDAY, MARCH 25, 2013
7:00 P.M.***

The Regular Meetings of City Council are filmed and can be viewed LIVE while the meeting is taking place or at your convenience at any time after the meeting on the City's website at www.ReadingPa.gov, under Info and Downloads/Meetings and Agenda.

All electronic recording devices must be located behind the podium area in Council Chambers and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012

1. OPENING MATTERS

A. CALL TO ORDER

B. INVOCATION: Rev. Efrain Ortiz, St. Paul's Church of God

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

- Council Commendation recognizing Greek Independence Day, accepted by the Greek Community

3. PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk by 5 pm on the day of the scheduled Council meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.

Those commenting on agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

4. APPROVAL OF AGENDA

A. MINUTES: Special Meeting of March 7, 2013 and Regular Meeting of March 11, 2013

B. AGENDA: Regular Meeting of March 25, 2013

5. Consent Agenda Legislation

A. Resolution – authorizing the disposition of the following records in the City Clerk's Office in accordance with City of Reading Records Retention Policy and Document Retention Schedule **(Council Staff)**

- 1962, 1967 & 1973– Corbit's Incorporated
- 1995 – Cogle's Recycling, Incorporated
- 1986 to 1996 – Coyne, George S. Chemical Company, Inc.
- 1984 to 1990 – Crime Victim's Center
- 1982 to 1985 – Crime Watch Association
- 1968 to 1970 – Richard Cripps
- 1956 – Leon and Angelina Crupi
- 1986 – Crane Electric Supply Company
- 1985 – Credit Bureau of Reading/Berks County
- 1978 – Crest Truck Equipment Company

B. Award of Contract – to the Animal Rescue League for animal control and shelter services for 2013 thru 2017 not to exceed \$693,153.00 over a five year period **(Admin Serv & Law)**

C. Resolution - authorizing the Mayor to sign and submit an application for a PA DCNR Community Conservation Partnerships Program Grant for a Phase II rehabilitation project at the 11th & Pike Playground **(Public Works)**

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS

None

9. ORDINANCES FOR FINAL PASSAGE

A. Bill No. 16-2013 - amending the Charter Board Ordinance, Section V. Enforcement, Part C Board Information regarding the Confidentiality of Charter Board Decisions (**Councilor Goodman-Hinnershitz**) ***Introduced at the March 11 regular meeting***

B. Bill No. 17-2013 - amending Chapter 11, Housing, of the Codified Ordinances of the City of Reading, by dividing the Housing Ordinance into two parts: 1) Rental and Vacant Property and 2) Disruptive Conduct and by adjusting language in each part as necessary as attached in Exhibit A (**Law**) ***Introduced at the March 11 regular meeting***

C. Bill No. 18-2013 - authorizing the Mayor to execute an amended Memorandum of Understanding between the Reading Berks Association of Realtors and the City of Reading to allow CORE properties to be marketed and sold as mixed use and owner occupied rentals (**Law**) ***Introduced at the March 11 regular meeting***

D. Bill No. 19-2013 - authorizing the Mayor to execute the lease between the City of Reading and Egelman's Park Association for a portion of premises known as Egelman's Park (**Man Dir**) ***Introduced at the March 11 regular meeting***

E. Bill No. 20-2013 - authorizing the Mayor of the City of Reading, PA to execute any and all documents to effectuate the consent to the transfer of certain real estate and the related assumption of the associated loan obligation between Goggle Works Ventures, L.P., and Goggle Works, LLC (**Man Dir**) ***Introduced at the March 11 regular meeting***

F. Bill No. 21-2013 - amending the 2013 Position Ordinance by changing the title of an employee in the Human Resources Division, by reducing one Property Maintenance Inspector and one Aide and adding two Inspections Clerks, and adding two Municipal Aides in the CSC (**Man Dir**) ***Introduced at the March 11 regular meeting***

10. INTRODUCTION OF NEW ORDINANCES

None

11. RESOLUTIONS

A. Resolution – appointing Frank Denbowski to the Charter Review Commission
(Nom & Appts)

B. Resolution – appointing Randy Corcoran to the Charter Review Commission
(Nom & Appts)

C. Resolution – appointing Marcia Goodman-Hinnershitz to the Charter Review Commission
(Nom & Appts)

D. Resolution – appointing Carl Geffken to the Charter Review Commission (Nom & Appts)

E. Resolution – appointing John Slifko to the Charter Review Commission (Nom & Appts)

F. Resolution – appointing Sam Ruchlewicz to the Charter Review Commission (Nom & Appts)

12. PUBLIC COMMENT – GENERAL MATTERS

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

Monday, March 25

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

Monday, April 1

Nominations & Appointments Committee – Council Office – 4 pm

Housing & Economic Development Committee – Council Office – 5 pm

Open Government, Rules and Intergovernmental Relations Committee – Council Office – 5 pm

Monday, April 8

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, March 25

DID Authority – 645 Penn St 5th floor – noon

District 7 Crime Watch – Holy Spirit Church – 7 pm

Tuesday, March 26

Housing Authority Workshop – WC Building – 4 pm

Housing Authority – WC Building – 5 pm

Environmental Advisory Council – Council Office – 5 pm

Planning Commission – Penn Room – 7 pm

Penns Commons Neighborhood Group – Penns Commons Meeting Room – 7 pm

Wednesday, March 27

Human Relations Commission – Penn Room – 5:30 pm

Parking Authority – Parking Authority Office – 5:30 pm

Outlet Area Neighborhood – St Mark's Lutheran Church – 6:30 pm

Stadium Commission – Stadium RBI room – 7:30 pm

Thursday, March 28

Water Authority – Water Authority Office – 4 pm

Monday, April 1

Shade Tree Commission – Planning Conference Room – 6 pm

Tuesday, April 2

Board of Health – Penn Room – 4 pm

Charter Board – Penn Room – 7:45 pm

Wednesday, April 3

Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm

District 2 Crime Watch – St Paul's Lutheran Church – 6:30 pm

Thursday, April 4

Police Civil Service Board – Penn Room – noon

Glenside Community Council – Christ Lutheran Church – 6:30 pm

District 3 Crime Watch – Calvary Baptist Church – 7 pm

Monday, April 8

Fire Civil Service Board – Penn Room – 4 pm

6th & Amity Neighborhood & Playground Assn – 6th & Amity Fieldhouse – 6:30 pm

**City of Reading City Council
Regular Business Meeting
Monday, March 11, 2013**

Council President Francis G. Acosta called the meeting to order.

Council Randy Corcoran gave the invocation.

All present pledged to the flag.

ATTENDANCE

Council President Acosta

Councilor Corcoran, District 1

Councilor Goodman-Hinnershitz, District 2

Councilor Sterner, District 3

Councilor Marmarou, District 4

Councilor Reed, District 5

Councilor Waltman, District 6

City Auditor D. Cituk

City Solicitor C. Younger

Managing Director C. Snyder

City Clerk L. Kelleher

Mayor V. Spencer

PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or commendations issued at this meeting.

PUBLIC COMMENT

Council President Acosta announced that three citizens were registered to address Council; one on agenda matters and two on non-agenda matters. He inquired if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the meeting. As no one objected the rule requiring non-agenda comment at the end of the meeting was suspended. Council President Acosta reminded the citizens registered to speak about the remaining public speaking rules.

Dave Opperman, of Opperman Lane, Birdsboro, was not present.

Renee Dietrich, representing the Library Board, stated that she and the members of the Library Board are pleased that City Council recognizes the need to increase funding to support the Library. She noted that the City's contribution has declined by \$450K since

2010. She stated that the Library Board has been closing this gap by using \$350K annually from its reserve fund, which will be depleted in approximately two years. She noted that she recently learned that the Library Tax referendum cannot move forward unless a group of citizens undertake the petition process, which is problematic. She suggested instead that the City consider increasing the amount they contribute to the Library services.

Bonita Cook, of Laureldale, stated that she is a moderator at Abilities in Motion. She noted the need to correct three intersections that have public safety issues: 2nd and Penn, 2nd and Washington, and Front and Washington. She stated that handicapped individuals have difficulty crossing at these intersections and noted the need for improvements to increase safety.

Andy Moore, of Jameson Place, thanked the City's elected officials for their work. He described his interaction with a member of Council after the conclusion of a past Council meeting.

APPROVAL OF THE AGENDA & MINUTES

Council President Acosta called Council's attention to the minutes for the February 25th Regular Meeting of Council and the agenda for this meeting. He noted the need to amend tonight's agenda by withdrawing Bill No. 14-2013, the Library Tax referendum.

Councilor Reed moved, seconded by Councilor Marmarou, to approve the minutes from the February 25th Regular Meeting and the agenda, as amended, including the legislation listed under the consent agenda for this meeting. The motion was approved unanimously.

Consent Agenda

A. Award of Contract - to the Institute for Local Self Reliance, 2001 S Street NW, Suite 570, Washington, DC 20009, a non-profit corporation. The services will be paid by the Solid Waste, Sewer and General Fund. In no event will the total billings by the contractor exceed \$38,325.00 **(Admin Services)**

ADMINISTRATIVE REPORT

Mayor Spencer read his report distributed to Council at the meeting, as summarized below.

- Listed the roundtables with businesses arranged by the Chamber of Commerce
- Described his presentation to students at Northeast Middle School
- Listed his attendance at neighborhood meetings and other events

AUDITOR'S REPORT

City Auditor Cituk read the report distributed to Council. In summary:

- 2012 District Court Summary from Magisterial District Judges
- Update on the hiring process for the Auditing Coordinator position

REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS

None.

ORDINANCES FOR FINAL PASSAGE

A. Bill No. 12 - 2013 - amending Chapter 7-207, Fire Prevention and Fire Protection, and amending Section 901.6.2 to require all records of system inspections, tests and maintenance under Section 901 of the City of Reading Fire Prevention and Protection Code to be provided to Brycer, LLC, for the electronic record management and retrieval by the Office of the Fire Marshal **(Law) Introduced at the February 25 regular meeting**

Councilor Marmarou moved, seconded by Councilor Reed, to enact Bill No 12-2013.

Bill No. 12-2013 was enacted by the following vote:

Yeas: – Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7

Nays: None -0

B. Bill No. 13 - 2013 – authorizing the Mayor to execute any and all documents, including but not limited to promissory notes and security agreements, to obtain certain radios, etc., in cooperation with the County of Berks and the participation in the County-wide public safety radio system **(Law) Introduced at the February 25 regular meeting**

Councilor Reed moved, seconded by Councilor Corcoran, to enact Bill No 13-2013.

Bill No. 13-2013 was enacted by the following vote:

Yeas: – Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7

Nays: None -0

~~WITHDRAWN C. Bill No. 14 – 2013 – directing the Berks County Board of Elections to place a referendum question before City voters on the 2013 primary ballot~~

~~which would address the issue of a special annual two tenths mil (.0002) tax on real estate situate in the City of Reading to aid in maintaining the Reading Public Library (Council) Introduced at the February 25 regular meeting~~

D. Bill No. 15 – 2013 - requesting the 2nd authorization to transfer \$1 M from the general fund to the trash/recycle fund **(Controller) Introduced at the February 25 regular meeting**

Councilor Corcoran moved, seconded by Councilor Reed, to enact Bill No 15-2013.

Managing Director Snyder noted that this is a temporary transfer and that the funds will be repaid after the Trash and Recycling bills are collected.

Bill No. 15-2013 was enacted by the following vote:

Yeas: – Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7

Nays: None -0

INTRODUCTION OF NEW ORDINANCES

Council President Acosta read the following ordinances into the record:

A. Ordinance - amending the Charter Board Ordinance, Section V. Enforcement, Part C Board Information regarding the Confidentiality of Charter Board Decisions **(Council Staff)**

B. Ordinance - amending Chapter 11, Housing, of the Codified Ordinances of the City of Reading, by dividing the Housing Ordinance into two parts: 1) Rental and Vacant Property and 2) Disruptive Conduct and by adjusting language in each part as necessary as attached in Exhibit A **(Law) To be distributed Monday**

C. Ordinance - authorizing the Mayor to execute an amended Memorandum of Understanding between the Reading Berks Association of Realtors and the City of Reading to allow CORE properties to be marketed and sold as mixed use and owner occupied rentals **(Law)**

D. Ordinance - authorizing the Mayor to execute the lease between the City of Reading and Egelman's Park Association for a portion of premises known as Egelman's Park **(Man Dir)**

E. Ordinance - authorizing the Mayor of the City of Reading, PA to execute any and all documents to effectuate the consent to the transfer of certain real estate and the

related assumption of the associated loan obligation between Goggle Works Ventures, L.P., and Goggle Works, LLC **(Man Dir)**

F. Ordinance - amending the 2013 Position Ordinance for the Property Maintenance Division **(Man Dir)**

RESOLUTIONS

A. Resolution 15A-2013 – reappointing Mike Zielinski to the Downtown Improvement District Authority **(Nom & Appts)**

B. Resolution 16A-2013 – appointing JoAnna Seidel to the Board of Health **(Nom & Appts)**

C. Resolution 17A-2013 – appointing Kathy Schorn to the Board of Health **(Nom & Appts)**

D. Resolution 18A-2013 – reappointing Dennis Bayer to the Fire/Building Code Board of Appeals **(Nom & Appts)**

Councilor Marmarou moved, seconded by Councilor Corcoran, to adopt Resolution Nos. 15-18A-2013.

Councilor Marmarou and Corcoran noted the skill and ability of those being appointed and reappointed.

Resolution Nos. 15-18A -2013 was adopted by the following vote:

Yeas: – Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7

Nays: None -0

E. Resolution 19A-2013 – denying the conditional use permit at 600 N 12th St **(Council Staff/Law)**

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to adopt Resolution Nos. 19A-2013.

Resolution No. 19A-2013 was adopted by the following vote:

Yeas: – Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner - 5

Nays: Waltman, Acosta, President - 2

Councilor Marmarou moved, seconded by Councilor Reed, to adjourn the regular meeting of Council.

Respectfully submitted by Linda A. Kelleher CMC, City

Clerk

**City of Reading City Council
Special Meeting
Thursday, March 7, 2013**

Council President Francis G. Acosta called the Special Meeting to order.

ATTENDANCE

Council President Acosta
Councilor Corcoran, District 1
Councilor Goodman-Hinnershitz, District 2
Councilor Sterner, District 3
Councilor Marmarou, District 4
Councilor Reed, District 5
Councilor Waltman, District 6
City Auditor D. Cituk
City Solicitor C. Younger
Managing Director C. Snyder
City Clerk L. Kelleher

PUBLIC COMMENT

No one was registered to address Council.

APPROVAL OF THE AGENDA

Council President Acosta called Council's attention to the agenda for this Special Meeting.

Councilor Reed moved, seconded by Councilor Corcoran, to approve the agenda for this Special Meeting. The motion was approved unanimously.

Consent Agenda

There was no legislation on the Consent Agenda.

ORDINANCES FOR FINAL PASSAGE

A. Bill No. 9 – 2013 - amending the 2013 Position Ordinance by adding 20 firefighter positions, to comply with the SAFER Grant if it is accepted. **(Man Dir/Council Staff)**
Introduced at the January 28 regular meeting; Tabled at the February 11 and February 25 regular meetings

Councilor Marmarou moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No 9-2013.

Council President Acosta noted that FEMA approved a modification to the grant which allows a reduction in the number of firefighters to be hired under this grant.

Bill No. 9-2013 was enacted by the following vote:

**Yeas: – Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman
Acosta, President - 7**

Nays: None -0

B. Override of the Mayor’s Veto of Bill No. 11-2013 re amending the Codified Ordinances, Chapter 1 Administrative Code, §1-122. Ordinances, enacted at the February 25th Regular Meeting and Vetoed February 26th

Councilor Reed moved, seconded by Councilor Goodman-Hinnershitz, to override the veto of Bill No. 11-2013.

Council President Acosta stated that at a recent meeting with Mayor Spencer and Managing Director Snyder, he and Councilor Goodman-Hinnershitz agreed to encourage further discussion about the need for the improved management of draft legislation. He inquired if the action to override could be tabled and addressed later. City Solicitor Younger stated that the Charter requires Council to address the veto at its next meeting. He expressed the opinion that tabling the matter was impermissible.

Council President Acosta encouraged Council to allow the veto to stand which will permit further discussion with the Mayor and Managing Director about this issue.

Councilor Reed questioned allowing the veto to stand given the Mayor’s track record to date.

Councilor Goodman-Hinnershitz stated that allowing the veto to stay in place now does not prohibit Council from re-introducing this legislation if a subsequent agreement is not reached with the Mayor. She explained that a “yes” vote will be in favor of overriding the veto and a “no” vote will be in favor of not overriding the veto.

The veto of Bill No. 11-2013 was not overridden by the following vote:

Yeas: – Corcoran, Reed -2

**Nays: Goodman-Hinnershitz, Marmarou, Sterner, Waltman Acosta, President
– 5**

COUNCIL COMMENT

None

Councilor Marmarou moved, seconded by Councilor Reed, to adjourn the Special Meeting.

Respectfully submitted by Linda A. Kelleher CMC, City

Clerk

RESOLUTION NO. _____ 2013

WHEREAS, by virtue of Resolution 120-2006, adopted December 11, 2006, the City of Reading declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993, and;

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW THEREFORE, THE COUNCIL OF THE CITY OF READING DOES HEREBY RESOLVE AS FOLLOWS:

In accordance with City of Reading Records Retention Policy and Document Retention Schedule, hereby authorizes the disposition of the following public records:

City Clerk's Office

1962, 1967 & 1973– Corbit's Incorporated

1995 – Coogle's Recycling, Incorporated

1986 to 1996 – Coyne, George S. Chemical Company, Inc.

1984 to 1990 – Crime Victim's Center

1982 to 1985 – Crime Watch Association

1968 to 1970 – Richard Cripps

1956 – Leon and Angelina Crupi

1986 – Crane Electric Supply Company

1985 – Credit Bureau of Reading/Berks County

1978 – Crest Truck Equipment Company

Adopted by Council _____, 2013

President of Council

Attest:

City Clerk



AGENDA MEMO

TO: City Council
FROM: Tonya Butler, Esquire
MEETING DATE: March 25, 2013
AGENDA MEMO DATE: March 19, 2013
RECOMMENDED ACTION: Awarding of Contract for Animal Control and Shelter Services

RECOMMENDATION

The recommendation is to award the contract to the Animal Rescue League, 58 Kennel Road, Birdsboro, PA.

BACKGROUND

The City is renewing its contract with the Animal Rescue League for animal control and shelter services. The Animal Rescue League provides the City with specialized services, skill-sets and knowledge related to stray and other domestic animals. The Animal Rescue League is the only service provider in the area capable of providing such services. This contract extends from 2013 thru 2017.

BUDGETARY IMPACT

The services will be paid by the City of Reading General Fund. In no event will the total billings by the contractor exceed \$693,153.00 over a five year period.

PREVIOUS ACTIONS

None.

SUBSEQUENT ACTION

Formal action by Council is needed to award the contract at the March 25, 2013 meeting.

RECOMMENDATION

The recommendation is that City Council approves the recommendation of the Administration to employ the Animal Rescue League.

RECOMMENDED BY

Administration

RECOMMENDED MOTION

To approve/deny Administration's recommendation that the Animal Rescue League be retained for animal control and shelter services on behalf of the City of Reading.

cc: File

AGREEMENT

This Agreement made this _____ day of March, 2013, between the ANIMAL RESCUE LEAGUE OF BERKS COUNTY, INC, hereinafter known as “ARL,” and CITY OF READING, a political subdivision existing under the laws of the Commonwealth of Pennsylvania, hereinafter known as “Municipality.”

WITNESSETH:

WHEREAS the ARL, is presently engaged in a non-profit function providing service and shelter to stray animals;

WHEREAS the Municipality desires to provide for proper animal control and protect the health and safety of its citizens;

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. **Time of Performance.** The Municipality shall employ the ARL for a period of five years (January 1, 2013 through December 31, 2017) to provide services relative to stray and other domestic animals, as shall be more fully set forth herein.

2. The ARL will enforce within the boundaries of the aforesaid Municipality the provisions of the PA Dog Law, Act of Dec. 7, 1982, P.L. 784, No. 225, Art. I, s. 101. et. seq., 3 P.S. section 459-101, et. seq. (hereinafter “Dog Law”) and subsequent legislative revisions in regard to animal control and any municipal animal control ordinances delegated to ARL enforcement.

3. On a daily basis, the ARL shall investigate all complaints of violation of the Dog Law, Cruelty Law (18 Pa.C.S.A. §5511) or any other animal related municipal animal control

ordinance or State law received from the Municipality, its police force or residents, on a daily basis, except where precluded by State law.

4. **Services Provided.** The ARL shall perform services for the Municipality, which shall include the following:

(a) Provisions for shelter and board for stray, domestic animals, for two days prior to adoption and in the case of bite, for a ten day period;

(b) Provide an on-duty Animal Control Officer twenty-four hours a day to handle and facilitate all animal complaints;

(c) Pick up confined stray animals with the assistance of Reading Police Department on an as needed basis;

(d) Keep all adoptable animals for as long as physically equipped to house them;

(e) Disposal of stray animals at the discretion of ARL after such time at no additional cost to the Municipality. The ARL agrees to remove all dead animals and trash from its premises at no cost to the Municipality;

(f) The ARL shall have no responsibility or obligation to remove dead animals, domestic or wild, from roadways or private property.

5. **Professional Fees.** The Municipality shall pay the ARL on or before January 1st of each service year as provided for in Exhibit "A".

6. The ARL shall, to the best of its ability, conduct its function and operation in accordance with the ethics, rules and regulations set forth in its Charter and By-Laws.

7. **Status of ARL.** The ARL is an independent organization and in no way, directly or indirectly, shall the ARL be deemed an employee of the Municipality and none of its agents or

officers shall be construed as, or represent themselves as employees of the Municipality. The ARL shall operate in accordance with the rules and regulations of the Commonwealth of Pennsylvania and in accordance with the established rules and regulations of the Municipality which do not in any way conflict with the normal course of operations of the ARL.

8. The ARL shall be responsible to insure all employees for workers compensation coverage and all of its employees, vehicles and equipment for liability. A certificate of insurance coverage shall be provided upon request to the Municipality within thirty (30) days of acceptance and execution of this Agreement.

9. **Termination.** This Agreement or any part thereof may be terminated for any of the following reasons:

(a) If unknown circumstances arise and both parties agree that it is in the best interest of all involved to terminate the contract.

(b) By the City if the ARL violates a provision(s) in this contract.

(c) By the ARL if the City violates a provision(s) in this contract.

(d) At any time for any reason, other than a default by the other party under the terms of this contract as set forth in subsection (b) and (c) above, upon ninety (90) days prior written notice by either party hereto. If either party fails to give ninety (90) days notice, the defaulting party must pay liquidated damages equal to the amount of three months of the service year. In the event of termination by the ARL, the Municipality shall be entitled to a prorated reimbursement of the fee paid.

10. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

11. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

12. **Modification of Agreement:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

13. **Assignment of Rights:** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without prior, express and written consent of the other party.

14. **Notices:** All notices regarding this Agreement shall be in writing and shall be deemed to have been duly given: (i) upon receipt when delivered personally; (ii) three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following addresses:

(a) If to the Animal Rescue League:

Animal Rescue League of
Berks County, INC.
P.O. Box 69
Mohnton, PA 19540
Attention: Barrie A. Pease, President, Board of Directors
Telephone No.: (610) 373-8830
Facsimile No.: (610) 372-6374
E-Mail: bpease@BerksARL.org

With a copy to:

Masano Bradley
1100 Berkshire Boulevard Suite 201
Wyomissing, PA 19610

Attention: E. Michael Zubey, Jr., Esquire
Telephone No.: (610) 372-7700
Facsimile No.: (610) 372-4865
E-Mail: mzubey@masanobradley.com

(b) If to the City:

City of Reading
815 Washington Street
Reading, PA 19601
Attention: Charles D. Younger, City Solicitor
Telephone No.: (610) 655-6208
Facsimile No.: (610) 655-6427
E-Mail: Charles.Younger@readingpa.org

Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party in accordance with this Paragraph, except that any such change of address notice shall not be effective unless and until received. The attorney listed in this Paragraph for a party hereto may also send any notice on behalf of said party.

15. **Charter, Code and Ordinances:** This Agreement shall be subject to the provisions of the Charter and revised Municipal Code of the City of Reading.

16. The undersigned officer, agent, or employee of the Municipality and ARL represents and warrants that they have the authority to contract and bind the Municipality and ARL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written first above.

CITY OF READING

By:_____

Vaughn D. Spencer
Mayor

Attest:

City Clerk

**ANIMAL RESCUE LEAGUE OF
BERKS COUNTY, INC.**

By:_____
Barrie A. Pease, President

Attest:

Secretary

EXHIBIT "A"

YEAR	2013*	2014	2015	2016	2017
Labor	30,123	31,026	32,267	33,557	34,899
Benefits	15,741	16,941	18,141	19,341	20,541
Auto	35,000**	0	35,000**	0	35,000**
Expenses	65,000	68,250	71,662	75,243	79,000
TOTAL	145,864	116,217	157,070	128,141	169,440
CONTRACT TOTAL	\$693,153.00				

*Actual payment for the 2013 year would be \$122,285.00 since the City of Reading has already paid the Animal Rescue League \$23,579.00 based on the previous contract.

**The Animal Rescue League is seeking to purchase vans for easier access within the City of Reading. These figures are expected to be lower than the estimated amount of \$35,000. The Animal Rescue League will provide the City of Reading with documentation supporting the total cost of each vehicle purchased. The City of Reading will only be responsible for the total cost of the vehicle not to exceed \$35,000.



AGENDA MEMO

VAUGHN SPENCER, MAYOR
CAROLE SNYDER, MANAGING DIRECTOR

TO: City Council
FROM: Charles M. Jones, Director of Public Works
PREPARED BY: Cindy DeGroote, Grants Coordinator
MEETING DATE: March 25, 2013
AGENDA MEMO DATE: March 20, 2013
REQUESTED ACTION: Council approve a resolution to authorize the Mayor to sign and submit a Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program Grant Application for the 11th & Pike Playground Rehabilitation Phase II Project

RECOMMENDATION

The Administration recommends Council approve a resolution authorizing the Mayor to sign and submit a Community Conservation Partnerships Program Grant application to request funding (\$125,000) of the total project cost (\$250,000) for the Phase II rehabilitation of the 11th & Pike Playground.

BACKGROUND

The State Department of Conservation and Natural Resources' Community Conservation Partnerships Program (an umbrella term used for DCNR grant programs of which now includes the grant program originally known as Keystone) provide grant funds to meet recreation, park and conservation needs in neighborhoods, communities and regions while fostering and maintaining partnerships within the aforementioned neighborhoods, communities, and regions. The City intends to rehabilitate the 11th & Pike Playground. The Phase II rehabilitation will include the upgrade of the water feature and basketball court, the repurpose of the tennis court, fencing, site furnishings, landscaping, meeting ADA accessibility requirements, and retaining design services for the site work. The need for the rehabilitation of this site has been identified as a priority in the City's Ten Year Park, Recreation and Open Space Plan (adopted May 2002). The required (\$125,000) local match of the total project cost (\$125,000) will be applied to through the Community Development Block Grant Program funds.

BUDGETARY IMPACT

None

PREVIOUS ACTION

None

SUBSEQUENT ACTION

None

REVIEWED BY

Director of Public Works, Managing Director and Mayor

RECOMMENDED MOTION

Approve/Deny the resolution to authorize the Mayor to sign and submit a Community Conservation Partnerships Program Grant application for the Phase II rehabilitation of 11th & Pike Playground.

Resolution No. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND SUBMIT AN APPLICATION FOR A PA DCNR COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM GRANT FOR A PHASE II REHABILITATION PROJECT AT THE 11TH & PIKE PLAYGROUND.

WHEREAS, the Community Conservation Partnerships Grants Program, under the Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, provides grant funds to meet recreation, park and conservation needs in neighborhoods, communities and regions while fostering and maintaining relationships within the aforementioned neighborhoods, communities, and regions; and

WHEREAS, the City of Reading desires to rehabilitate a public recreational facility, the 11th & Pike Playground. The need for the renovation of this site is identified as a priority in the City's Ten Year Park, Recreation and Open Space Plan (adopted 5/02).

WHEREAS, THE City of Reading is requesting \$125,000.00 of the total project cost of \$250,000.00 through the DCNR Community Conservation Partnerships Program Grant funds; and

WHEREAS, the local share of funding, \$125,000.00, will be available through the Community Development Block Grant Program funding; and

WHEREAS, the City of Reading acknowledges the responsibility to annually budget funds for maintenance and operation of the project facilities.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING that it agrees to comply with the requirements of the Community Conservation Partnerships Program Grant and the Department of Conservation and Natural Resources for the purpose of obtaining grant funds to further rehabilitate the 11th & Pike Playground.

PASSED COUNCIL_____, 2013

PRESIDENT OF COUNCIL

ATTEST:

CITY CLERK

BILL NO. _____ - 2013

AN ORDINANCE

AMENDING THE CHARTER BOARD ORDINANCE, SECTION V.
ENFORCEMENT, PART C BOARD INFORMATION REGARDING THE
CONFIDENTIALITY OF CHARTER BOARD DECISIONS

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1.

Amending The Charter Board Ordinance, Section V. Enforcement, Part C Board Information regarding the confidentiality of Charter Board decisions as attached stated below.

C. Board Information.

1. Confidentiality of Board Information. All Board proceedings and records relating to an investigation shall be confidential until a final determination is made by the Board. The final order shall become a public record ~~once the subject has exhausted all appeal rights or has failed to timely exercise such rights~~ at the time the Board renders its decision and issues a Final Order.

All other records and proceedings shall remain confidential except:

- a) as necessary to effect due process;
- b) for the purpose of seeking advice of legal counsel;
- c) for the purpose of filing an appeal from a final order;
- d) for hearings conducted in public according to Section V(A)(7);

- e) for communicating with the Board or its staff, in the course of an investigation or hearing or before a final determination is made by the Board;
- f) for consulting with law enforcement officials for the purpose of initiating, participating in, or responding to an investigation, or hearing;
- g) for testifying under oath before a governmental body;
- h) for information relating to a complaint, investigation, or hearing which is disclosed by the subject of such complaint, investigation, or hearing;
- i) for the divulgence by individuals who are interviewees to confidential Board proceedings as to information that was already in their possession or as to their own statements;
- j) for the publication or broadcast of information legally obtained by the news media regarding a confidential Board proceeding;

2. Board Records.

- a) All Final Orders of the Board shall be kept on public file at the Office of the City Clerk. The City Clerk shall also file copies of all Final Orders of the Board with the Law Library of Berks County Court of Common Pleas.
- b) All confidential records and proceedings of the Board shall be kept on closed file at the Office of the City Clerk.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held for any reason to be invalid such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective in ten (10) days after passage.

Enacted _____, 2013

Council President

Attest:

City Clerk

(Goodman-Hinnershitz)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL NO. _____ - 2013

AN ORDINANCE

AMENDING CHAPTER 11, HOUSING, OF THE CODIFIED ORDINANCES OF THE CITY OF READING, BY DIVIDING THE HOUSING ORDINANCE INTO TWO PARTS: 1) RENTAL AND VACANT PROPERTY AND 2) DISRUPTIVE CONDUCT AND BY ADJUSTING LANGUAGE IN EACH PART AS NECESSARY AS ATTACHED IN EXHIBIT A.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 11, Housing, of the Codified Ordinances is hereby amended by dividing the Housing Ordinance into two parts: 1) Rental and Vacant Property and 2) Disruptive Conduct and by adjusting language in each section as necessary as attached in Exhibit A.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held for any reason to be invalid such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective in ten (10) days after passage.

Enacted _____, 2013

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A

CHAPTER 11

HOUSING —~~RENTAL~~

PART 1

RENTAL AND VACANT PROPERTY

§11-102. Definitions.

This section is amended to change or add the following definitions:

ACTIVELY MARKETED FOR SALE – occurs only when a “for sale” sign has been placed on the property with accurate contact information and the owner has done at least one of the following:

- 1) engaged the services of a licensee under the act of February 19, 1980 (P.L. 15, No 9), known as the Real Estate Licensing and Registration Act, to place the property in a Multiple Listing Service or otherwise market the property;
- 2) placed weekly or more frequent advertisements in print or electronic media; or
- 3) distributed printed advertisements.

BOARDING HOUSE – *a building or structure used to shelter persons who are not “relatives” of the operator, and who live in the building by pre-arrangement and for definite periods of time and compensation, and which may or may not provide meals for residents, and which does not involve individual dwelling units that are each occupied by a “family.” This term shall not include a commercial hotel/motel that serves transient visitors to the area, a personal care home, a nursing home, a dormitory or residence hall owned or operated by a college or university, or a Group Institution.*

BUSINESS PRIVILEGE LICENSE - a license issued by the City of Reading Tax Division per City of Reading Codified Ordinance Chapter 24, Taxation, Special, Part 5, Business Privilege Tax, authorizing one to perform business including, for purposes of this Part, renting.

BUSINESS PRIVILEGE TAX - the tax payable to the City of Reading, Division of Tax, per City of Reading Codified Ordinance Chapter 24, Taxation, Special, Part 5, Business Privilege Tax, on, for purposes of this Part, the annual gross receipts derived from rental of a property or unit.

CAPACITY TO RENT - any dwelling unit that is fit for habitation by humans as determinable by applicable Building and Property Maintenance Codes [Chapter 5, Part 6], and is not the owner's primary residence and as is permitted by the City of Reading Zoning Ordinance [Chapter 27].

CODES - any State or local code or ordinance adopted, enacted or in effect in and for the City of Reading including, but not limited to, the International/City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], and City of Reading Property Maintenance Code [Chapter 5, Part 6], Zoning Ordinance [Chapter 27], Recycling and Solid Waste Ordinance [Chapter 20, Part 1], and general nuisance ordinances.

CODES OFFICIAL - a City of Reading employee or authorized agent sworn to enforce the City of Reading Codes and Codified Ordinances.

~~**DISRUPTIVE CONDUCT** - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.~~

~~**DISRUPTIVE CONDUCT REPORT** - a written report of disruptive conduct on a form to be prescribed therefore to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Property Maintenance Division.~~

DWELLING UNIT - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

HABITABILITY - any rental unit, building or dwelling that is suitable for human habitation and that is sanitary and free of vermin infestation and is in compliance with all City of Reading health and code regulations and Codified Ordinances.

HOTEL UNIT - any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than 30 days.

HOUSING PERMIT - *A permit issued by the City of Reading Property Maintenance Division per the procedure established by this Chapter and the policies created in accordance therewith. This permit includes both rental and vacant properties.*

LEASE - see "Rent."

LET - see "Rent."

LOCAL RESPONSIBLE AGENT - a person or agency retained or hired by a property owner to operate ~~rental of a~~ premises including, but not limited to, compliance with City of Reading Codified Ordinances and as a local contact.

MULTIPLE DWELLING UNIT - any dwelling containing two or more dwelling units.

OCCUPANT/TENANT - a person renting or letting a rental unit from the owner thereof.

OWNER - any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County or Municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON - any individual, firm, corporation, association, partnership or entity.

PROPERTY MAINTENANCE DIVISION - a division of the City of Reading administration under the Managing Director charged with enforcing the City of Reading Codified Ordinances governing issues including, but not limited to, housing, property maintenance and trades.

PUBLIC OFFICER - anyone authorized to enforce the City of Reading Codified Ordinances.

QUALITY OF LIFE - issues affecting the manner in which one lives or resides and habitability of a premise as governed by the City of Reading Codified Ordinances.

REGISTRATION - filing of an appropriate application *to and/or* registering a property as a rental unit: *or vacant property*.

RENT - compensation for providing a shelter or lodging for occupation or habitation by humans to reside, monetary or non-monetary.

~~**RENTAL HOUSING PERMIT** - A permit issued by the City of Reading Property Maintenance division per the procedure established by this Chapter and the policies created in accordance therewith.~~

RENTING - the act of permitting a unit to be used to provide a living arrangement for one or more persons not the owner thereof whether or not for compensation.

RENTAL UNIT - a rooming unit or dwelling unit let for rent, a non-owner occupied rooming or dwelling unit, or a dwelling unit occupied by an owner and additional unrelated individuals. A rental unit shall not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements or long-term (greater than 6 months) agreements of sale.

~~**RESTITUTION** - for the purposes of this Part restitution shall be the amount of the fee due for obtaining of the rental registration.~~

~~**ROOMING HOUSE** - a building arranged or occupied for *human* lodging, with or without meals, for compensation and not occupied as a one or two family dwelling.~~

ROOMING UNIT - an individual room within a “~~Rooming~~ **Boarding** House” as said term is defined herein that is suitable for human lodging or occupancy.

SALES AGREEMENT - a contract for the sale of real estate, including a contract for a deed.

STUDENT - an individual who is enrolled or has made application and been accepted at a university, college or trade school and whose primary occupation is as a student or who is on a semester or summer break from studies at a college, university or trade school or any combination of such persons. The term "student" shall apply to both undergraduate and graduate students alike. The residents of a student home share living expenses and may live and cook as a single housekeeping unit but may also only share access to cooking facilities and not live and cook as a single housekeeping unit.

STUDENT HOME - a living arrangement for at least two students to a maximum of three students (as defined in this Part) unrelated by blood, marriage or legal adoption. The term student home shall not include dormitories, fraternity house or sorority house. The term student home shall be used interchangeable with the term student housing.

STUDENT HOUSING - see "student home."

~~**TWELVE MONTH PERIOD** — for purposes of this Part 12 month period shall be calculated by counting 12 months back from the most recent disruptive conduct report.~~

VACANT PROPERTY - A residential, *commercial* or mixed use (residential and other permitted use) property shall be deemed to be a "vacant property" if it is a vacant property that is actively marketed for sale, a vacant property for rehabilitation, a vacant property that is a vacation/second residence and a vacant property that is code compliant.

ZONING - City of Reading Zoning Ordinance [Chapter 27].

ZONING PERMIT - A permit issued by the City of Reading Zoning Division per the City of Reading Zoning Ordinance [Chapter 27] authorizing and/or registering a unit as a rental.

§11-103. Rental Housing Permit Required.

No person or entity shall let, rent or cause to be *vacant or* occupied ~~rental unit, building, dwelling or dwelling unit, nor shall any person operate a rooming house, or let to another for occupancy, any room in a rooming house that provides shelter or lodging for human habitation~~ *any non-owner occupied properties* unless that person first applies for, renews and obtains a ~~Rental~~ *non-transferable* Housing Permit issued by the City of Reading Property Maintenance Division per the procedure established by this code and policies created thereunder. ~~Occupancy of a dwelling unit or rooming unit is precluded until a Rental Housing Permit has been issued. Rental Housing permits are non-transferrable.~~

§11-104. Application for a Rental Housing Permit.

1. Applications for a ~~Rental~~ Housing Permit for a dwelling unit or a rooming unit shall be made in writing on forms prepared and provided by the City of Reading Property Maintenance Division and shall be accompanied by payment of the applicable fee and a copy of the Deed. Such forms shall require, but shall not be limited to, the following information and shall be signed and sworn to by the owner of such dwelling unit or rooming unit:

- a. The name(s), business addresses, date of birth and telephone numbers, (business and mobile) of all of the owners of the rental unit or rooming unit. If the owner is a corporation, limited liability company, or partnership, a true and correct copy of the articles of incorporation, certificate of organization, statement of registration or partnership agreement, as applicable, shall be provided in conjunction with a document identifying the officers of the corporation or the partners of the partnership.
- b. The name, business address, date of birth and telephone numbers, (business and mobile), of an authorized local agent and/or property manager.
- c. The owner(s) shall submit as proof of identification a government issued identification card. The proof of identification shall be presented to the Property Maintenance Division with the application. Where the owner is a corporation, limited liability company, or partnership, proof of identification of at least one of the officers of the corporation, the managing member or designated member of the limited liability company, or the managing or general partner of a partnership must be presented by said individual.
- d. The address of the premises at which the dwelling unit or rooming unit is located.
- e. Identification of the rental unit as a dwelling unit or rooming unit.
- f. The number of permitted or allowable dwelling units or rooming units located within the building where the dwelling unit or rooming unit is located.
- g. A copy of *the* zoning permit authorizing the dwelling unit or rooming unit as a residential unit shall be attached. The zoning permit attached shall indicate the authorized number of units. If the dwelling unit or rooming unit has been certified as a nonconforming use per the City of Reading Zoning Ordinance [Chapter 27] and applicable State law, then a copy of the certificate of nonconforming use shall be attached. (See §11-104 subsection 2 for special provisions for properties with a valid "Housing Permit" issued prior to December 31, 2007 but lacking valid zoning permits.)
- h. ~~Proof of a valid contract with a trash hauler licensed by the State for trash removal/collection from the property address including the name, address and telephone number of the trash hauler.~~ *The owner shall furnish with the Application for a **Rental** Housing Permit photographs of the front and rear exterior of the building for which a permit is requested. The photograph of the front exterior of the building shall contain a visible, identifiable address number appearing thereon. If there are changes subsequently made to the floor plan, the owner shall submit a revised floor plan, drawn to scale, with the next application (for re-issue or renewal) submitted after the changes to the floor plan were made and the same shall be accompanied by copies of all valid permits as required for such revisions.*
- i. ~~Proof of current participation of the property address in the City of Reading recycling program. A completed tenant listing, if applicable, on a form prepared and provided by the Property Maintenance Division providing the following information of all persons occupying the building for which the permit is sought, including children under 18 years of age, full name, unit, apartment or floor number/designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Property Maintenance Division with such information and documentation to support such belief as may be reasonably required by the Property Maintenance Division, such disclosure shall not be~~

required. If the unit is not rented at the time of application, the owner shall submit the tenant listing as prescribed above within 30 days of occupancy of the unit and in no event later than the next bi-annual date for such submission as required by this Part.

~~J.j. A copy of the written lease form the owner intends to have the occupants/tenants of each permitted dwelling unit or rooming unit to execute with a copy of the addendum required herein attached thereto. *A place to indicate approval or denial of the application and date thereof as well as and location for print name, signature and title of person approving or denying the application.*~~

~~K. 2. The owner shall furnish with the Application for Rental Housing Permit photographs of the front and rear exterior of the building for which a permit is requested. The photograph of the front exterior of the building shall contain a visible, identifiable address number appearing thereon. If there are changes subsequently made to the floor plan, the owner shall submit a revised floor plan, drawn to scale, with the next application (for re-issue or renewal) submitted after the changes to the floor plan were made and the same shall be accompanied by copies of all valid permits as required for such revisions. *The registration of a rental or vacant property with the Property Maintenance Division shall be required within 15 days of the subject property becoming a "vacant property" or being marketed or used as a rental property as provided herein and shall be accompanied by the payment of the applicable registration fee.*~~

~~L. A completed tenant listing on a form prepared and provided by the Property Maintenance Division providing the following information of all persons occupying the building for which the permit is sought, including children under 18 years of age, full name, unit, apartment or floor number/designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Property Maintenance Division with such information and documentation to support such belief as may be reasonably required by the Property Maintenance Division, such disclosure shall not be required. If the unit is not rented at the time of application, the owner shall submit the tenant listing as prescribed above within 30 days of occupancy of the unit and in no event later than the next bi-annual date for such submission as required by this Part.~~

~~M. The date of the last inspection of the premises, building or unit with confirmation thereof by the Property Maintenance Division.~~

~~N. A place to indicate approval or denial of the application and date thereof as well as and location for print name, signature and title of person approving or denying the application.~~

2. Special provisions for properties with a valid "Housing Permit" issued prior to December 31, 2007 but lacking valid zoning permits for Multiple Dwelling or Rooming House use.

A. Any property previously registered with the City of Reading Property Maintenance Division and holding a valid "Housing Permit" issued by the Reading Property Maintenance Division prior to December 31, 2007 and has remained current shall be required to apply to the Zoning Administrator for a zoning permit prior to submitting an Application for a ~~Rental~~ Housing Permit. The Zoning Administrator shall make an initial determination as to whether the subject property is located within a zoning district where multi-family rental use is legally permitted as an allowed use or a use previously approved as a Conditional Use pursuant to subsection D of §27-1203 of the Zoning Ordinance, as amended.

- (i) If the Zoning Administrator determines that the subject property is located within a zoning district where multi-family rental use is legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a legally permitted use under the applicable zoning, subject to subsection B hereunder, and it will be required to comply with all of the provisions of this Chapter and any other applicable chapters as verified upon inspection by the Property Maintenance Division.
 - (ii) If the subject property had a valid "Housing Permit" as of December 31, 2007 but is determined to be located within a zoning district where multi-family rental use is not legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a prior "non-conforming use" by the Zoning Administrator within the meaning of subsection B of §27-607 of the Zoning Ordinance and remain eligible for a ~~Rental~~ Housing Permit provided it conforms to the remaining requirements of the City of Reading Codes and Codified Ordinances.
- B. The Zoning Administrator shall make a secondary determination as to whether the number of dwelling units present exceeds the number of units previously recorded for the premises in City records. A ~~Rental~~ Housing Permit will be denied until the property is modified to comply with the number of units previously recorded.
- C. A zoning permit issued by the Zoning Administrator in accordance with Sections A and B hereinabove shall satisfy the requirements of §11-104. 1. G. and the issuance of a ~~Rental~~ Housing Permit shall be subject to compliance with the remaining provisions of §11-104. 1.

§11-105. Annual Renewal of ~~Rental~~ Housing Permit.

1. Effective January 2, 2012, each ~~Rental~~ Housing Permit shall be renewed by the registrant on or before the 1st of April in each and every calendar year regardless of when the original permit was issued in the previous year. If the 1st of April falls upon a Saturday, Sunday or holiday the deadline shall be the close of business on the next business day. Renewal of a ~~Rental~~ Housing Permit shall be made upon forms prescribed by the Property Maintenance Division and single copies of the same for each property address shall be made available to property owners at no charge. Submission of annual renewal forms shall be accompanied by payment of the specified renewal fee.
2. Annual ~~Rental~~ Housing Permit Renewal forms shall require the owner, in addition to the information specifically required in other provisions of this Chapter, to provide the following: (a) ~~the name and policy number of the insurer providing liability and extended risk insurance coverage for the premises;~~ (b) disclose and/or confirm the number, name and age of residents of dwelling unit in each building and the number of tenants residing in each dwelling unit, ~~(c)~~ (b) the operational status of fire and smoke alarms, the operational status of fire escapes and emergency exits, if applicable, and ~~(d)~~ (c) any changes or alterations to the interior or exterior structural and/or mechanical components or systems of the building or any individual dwelling unit therein including repairs due to casualty loss, since the date of the issue of the ~~Rental~~ Housing Permit or the last renewal thereof, whichever is later. The Annual Permit Renewal forms shall further require the owner to verify that false statements therein made are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.
3. Submission of Annual Renewal Forms after the April 1st deadline shall be subject to a surcharge of Three Hundred Dollars (\$300) per rental unit for each month or fraction thereof following the said deadline. The City of Reading may pursue an in personam action (legal proceeding against the person) for the collection of any outstanding surcharges owed.

4. Failure to submit an Annual Renewal Form as required herein before July 1st in each and every year may result in the immediate revocation of the ~~Rental~~ Housing Permit.
5. In the event of revocation of the ~~Rental~~ Housing Permit, the property owner must file an Application for Reinstatement upon a form prescribed by the Property Maintenance Division and the filing of said application shall be accompanied by payment of all outstanding fees and surcharges.
6. Notwithstanding the filing of an Application for Reinstatement nothing herein shall prevent the City of Reading from undertaking legal action to enforce any other provision of the City of Reading Codified Ordinances, including action to enjoin any continued occupancy of the property by tenants residing therein and/or action to abate any nuisance, dangerous condition or other threat to the health and safety of the tenants residing therein or the general public.
7. In the event the ~~Rental~~ Housing Permit is revoked for a property that was previously approved for multi-family rental housing but designated a non-conforming use by the Zoning Administrator, failure of the owner to file an Application for Reinstatement of a ~~Rental~~ Housing Permit within six months of the date of revocation of the ~~Rental~~ Housing Permit as provided herein shall, in the absence of any showing of reasonable excuse or good cause, be considered an “abandonment” of such use in accordance with the provisions of §27-607 F and G of the Zoning Ordinance. The burden of proving reasonable excuse or good cause for a failure to file an Application for Reinstatement shall rest solely upon the property owner and the determination of the same can only be made upon a majority vote of City Council.

§11-106. Denial of Application for a ~~Rental~~ Housing Permit.

1. A ~~Rental~~ Housing Permit shall not be issued or renewed to any applicant if said rental unit, building or dwelling is not in compliance with the City of Reading Codified Ordinances including, but not limited to, City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1] and Zoning Ordinance [Chapter 27], or has failed an inspection, is in pending litigation for violations of the aforesaid Codified Ordinances or has been declared uninhabitable and/or condemned by the appropriate authority with jurisdiction.
2. The City may deny an application for a ~~Rental~~ Housing Permit if the applicant (or in the case of a corporate or similar entity, its owners or affiliates) has a demonstrable history on three or more occasions of failing to address cited code violations, including lack of utilities, that present immediate threats to human health and safety within the compliance period specified by the Property Maintenance Division, currently has unresolved codes violations, or has any tax delinquencies.
3. The City of Reading Property Maintenance Division is hereby authorized to placard and condemn a property for which a ~~Rental~~ Housing Permit has not been obtained from the Property Maintenance Division as required by this Part. Such action shall require the immediate vacation of the property or vacation within a specific and reasonable period of time as determined by the Property Maintenance Division in the exercise of its discretion

§11-107. Revocation of a ~~Rental~~ Housing Permit.

1. The City of Reading Property Maintenance Division shall, have the authority to revoke or suspend the ~~Rental~~ Housing Permit of any rental unit, building, rooming house, or dwelling that it determines within the reasonable exercise of its discretion to be uninhabitable by humans, and in noncompliance with the City of Reading Codified Ordinances including, but not limited to, City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1] and Zoning Ordinance [Chapter 27], or has failed an inspection. A ~~Rental~~ Housing Permit may also be revoked if it is determined that the permit was issued upon material misrepresentations, errors or omissions set forth in the application for original issue renewal as applicable.
2. The City may revoke a ~~Rental~~ Housing Permit if the applicant (or in the case of a corporate or similar entity, its owners or affiliates) has a record of chronic codes violations, currently has unresolved codes violations, or has any tax delinquency.
3. A notice of a revocation of a ~~Rental~~ Housing Permit shall set forth the reason for the revocation and shall be provided in writing to the last known owner of record.

§11-108. Transfer of Ownership and Change of Address.

1. It shall be the duty of each owner of a dwelling unit or rooming unit to notify the Property Maintenance Division of any change in ownership of the property by providing a copy of the new deed with a Certificate of Transfer affixed thereto in compliance with the requirements of § 4-303 of Chapter 4 of the City of Reading Codified Ordinances, as amended.
2. A ~~Rental~~ Housing Permit issued hereunder does not attach to the real estate title and does not pass or transfer to any person or entity who acquires ownership of the property upon which the dwelling unit or rooming unit is situated. The prospective new owner of a property upon which ~~rental~~ housing is permitted shall submit a completed application for a new ~~Rental~~ Housing Permit to the Property Maintenance Division no later than ~~30 days prior to date scheduled for final~~ **15 days after closing** and transfer of title. Said application for a new ~~Rental~~ Housing Permit shall be compliant with the applicable rules set forth in this Chapter and issuance of a new ~~Rental~~ Housing Permit shall be further conditioned upon inspection of the premises by the Property Maintenance Division and a determination of compliance of the premises with the applicable requirements of the City of Reading Codified Ordinances.
3. Any owner of a rental unit governed by this Part who relocates or changes mailing address shall file written notice of the same with the Berks County Assessment Office and the City of Reading Property Maintenance Division within ten (10) days of such relocation or change in mailing address. Failure to provide such notice shall result in the imposition of a \$150 penalty, which shall be payable within 15 days from the date of imposition.
4. The failure of a new owner ~~or prospective new owner~~ to make timely application for a new ~~Rental~~ Housing Permit as provided hereinabove shall ***render the property an illegal unit subject to the processes and penalties contained in §11-113, Failure to Obtain Housing Permit.*** ~~equal result in the imposition of non-compliance surcharge of \$1,000 per unit to the application fee. In addition, written notice of non-compliance shall be mailed to the new owner by first class and certified mail, return receipt requested, as well as by posting written notice in the form of a placard on the front entrance of the subject~~

~~property. Said notice of non compliance shall advise the owner of the non compliance surcharge and the requirement to submit the Rental Housing Permit application within 15 day from the date of the date of mailing and posting. Failure to submit a complete application within the prescribed time shall result in the assessment of a continuing non compliance surcharge of \$300 per unit per month or portion thereof until such time as a complete application for a required Rental Housing Permit is received by the Property Maintenance Division. The City of Reading may pursue an in personam action (legal proceeding against the person) for the collection of any outstanding surcharges owed.~~

~~5. — Upon payment of the fees and surcharges set forth in subsection 4 above, a property owner may make written request to the Director of the Department of Community Development for: (a) review of any fees or surcharges (including the calculation thereof) imposed upon a finding of non compliance, or (b) for a separate administrative hearing to challenge or dispute a finding of non compliance and/or the calculation of any fees or surcharges imposed as a result thereof. — The Director of the Department of Community Development or his designee shall conduct any requested review of fees and surcharges. In the event an administrative hearing is requested the request shall be accompanied by a deposit of \$500 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The administrative hearing shall be conducted by one of the independent hearing officers separately appointed by City Council to conduct hearings for conditional use applications in rental housing matters. The assignment of an independent hearing officer in response to the request shall be made by the City Clerk. The property owner will be notified in writing of the administrative hearing date, which shall be within 30 days of the request, and a written statement of findings of facts and conclusions of law shall be issued by the hearing officer within 15 days of said proceeding. The unexcused failure of the owner to appear for said hearing will result in the denial and dismissal of the challenge or dispute. The cost of the administrative hearing shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.~~

§11-109. Inspection.

1. Initial Inspection.

- A. If an initial application inspection is required pursuant to the provisions of this Chapter upon receipt of a fully completed application for a ~~Rental~~ Housing Permit and receipt of payment of the applicable fee the Property Maintenance Division shall within 10 days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than 30 days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the City inspector performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the inspector shall so advise the owner and report the same in writing to the City of Reading Property Maintenance Division. Upon receipt of such written report of compliance and a determination that all other requirements have been met the Property Maintenance Division shall issue the ~~Rental~~ Housing Permit.
- B. In the event the City's inspector determines that the dwelling unit or rooming unit is in violation of one or more of the applicable provisions of the City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall be instructed not to issue the ~~Rental~~ Housing Permit. Additionally, the City Official shall issue a notice of violation as provided in the appropriate Code. Further, if the violation is not corrected within the time frame established on the notice of violation the City Official shall commence the appropriate legal proceedings as permitted by the applicable Code. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said

notification from the owner, the Property Maintenance Division shall schedule a re-inspection of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the ~~Rental~~ Housing Permit. Occupancy of the dwelling unit or rooming unit is prohibited until a ~~Rental~~ Housing Permit is issued.

2. Renewal Inspections

- A. An inspection of a rental unit as defined in this Chapter shall be performed by Property Maintenance Division if necessitated by reported changes to a rental unit on the Annual ~~Rental~~ Housing Permit Renewal form or, in the absence of reported changes, on a revolving basis not less than every 2 years nor more than 5 years from the date of last inspection pursuant to the City of Reading Rental Property Inspection Program.
- B. If the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner, make the appropriate entry in the official records for the said property maintained by the Property Maintenance Division and issue an official certificate of compliance.
- C. In the event the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall withhold the renewal of the ~~Rental~~ Housing Permit until the violations are corrected and the property is determined to be in compliance with the applicable Codes and Codified Ordinances. In addition, the City Official shall issue a Notice of Violation as provided for in the applicable provision of the Code and Codified Ordinances. Failure of the property owner to correct the specified violations within the time frame established on the Notice of Violation shall result in the revocation of the ~~Rental~~ Housing Permit and an authorized City Official shall commence the appropriate legal proceedings to enforce the applicable Code and Codified Ordinances including but not limited to action to vacate the dwelling unit or rooming unit as operation thereof is prohibited without a valid ~~Rental~~ Housing Permit. Nothing herein shall prevent the City from taking any other action authorized by §11-122 of this Chapter. In the event the property is vacated as a result of an order from the City Official it shall remain vacated until the Codes Official determines that the violations have been remedied, corrected and/or abated. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said notification from the owner, the Property Maintenance Division shall schedule a re-inspection of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the ~~Rental~~ Housing Permit.

- 3. **Routine Inspection.** The Property Maintenance Division shall perform routine inspections on all dwelling units and rooming units subject to the provisions of the applicable City of Reading Codes and Codified Ordinances.

4. **Complaint Inspections.** Nothing in this Part shall preclude the Property Maintenance Division/Code Official from performing an inspection upon receipt of a complaint of violation of the City of Reading Codes and Codified Ordinances existing at the dwelling unit or rooming unit. Said inspections shall be in accord with the applicable Codes and Ordinances and regulations and policies established by the City of Reading Property Maintenance Division. A complaint of violation shall include but not be limited to a violation of a City of Reading Code or Ordinance, e.g., Property Maintenance Code [Chapter 5, Part 6] and/or disruptive conduct report.

5. **Search Warrant.** If any owner, occupant or other person in charge of a structure subject to the provisions of this Part refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to every part of the structure or premises where inspection authorized by this Part is sought, the administrative authority, Property Maintenance Division, shall promptly apply for an administrative search or inspection warrant to a court of competent jurisdiction and shall supply all necessary affidavits and testimony to indicate that there is a reasonable or probable cause to conduct an inspection.

6. **Notice.** All notices scheduling an inspection shall be mailed via regular mail to the owner of record with a copy mailed via regular mail to the local responsible agent.

7. **Failure to Appear for Inspection.** If the owner or authorized agent cannot be available at the proposed time, said owner or authorized agent, shall provide no less than 24-hour written notice to the Property Maintenance Division. Upon failure to give such written notice or upon failure to gain entry, an administrative fee of \$150 will be assessed against the owner failing to supply written notice or appear. If the property owner or authorized agent fails to appear for the second scheduled inspection an administrative fee of \$250 will be assessed against the property owner. If the property owner or authorized agent fails to appear for a third scheduled inspection or any combination of scheduled inspections, cancellations or failure to gain entry, the Property Maintenance Division shall assess an administrative fee of \$400 and may placard the subject property and/or promptly seek an administrative search or inspection warrant from a court of competent jurisdiction by supplying all necessary affidavits and testimony in support thereof.

§11-110. Rental Housing Permit.

Upon compliance by the owner of the dwelling unit or rooming unit of the requirements of this Part, the City of Reading Property Maintenance Division shall issue a ~~Rental~~ Housing Permit on an official form containing the letterhead of the City of Reading Property Maintenance Division and a facsimile of the Official Seal which shall include but not be limited to the following:

- A. Name, mailing address and telephone number (business and mobile) of owner.
- B. Name, mailing address and telephone numbers (business and mobile) of local authorized agent.
- C. Number of dwelling units-permitted
- D. Date of last application inspection.
- E. Date of last inspection.
- F. A place for date and initials of Code Official indicating performance of a routine or complaint inspection and whether or not violations were found.

- G. Date of issuance of permit.
- H. Date of required renewal of permit.
- I. Printed name of person issuing permit.

§11-111. Posting of the ~~Rental~~ Housing Permit.

The ~~Rental~~ Housing Permit or an identical, clear and legible photocopy thereof shall be conspicuously posted and maintained in the front entryway, vestibule or other main entrance area of the dwelling unit or rooming unit so that the same is visible and observable from outside the building at the front of the property by City Code, Property Maintenance Division, or emergency personnel.

§11-112. ~~Reserved.~~ Structural Changes

Any change in the structural condition or integrity of a property shall be reported in writing to the Property Maintenance Division within 7 days of such change. Prior to any change in the structural condition or integrity of a property, the owner shall obtain any necessary permits from the Building and Trades Office.

§11-113 ~~Occupation of Premises Without Rental Housing Permit.~~ Failure to Obtain Housing Permit

1. **Prohibition.** ~~It shall be unlawful for the owner of any dwelling unit or rooming unit or any agent thereof to allow, rent, lease or let or otherwise permit occupancy of any dwelling unit or rooming unit by another or to represent to the general public that such dwelling unit or rooming unit is for rent, lease, let or occupancy unless a current Rental Housing Permit is obtained for such dwelling unit or rooming unit.~~ *It shall be unlawful for the owner of any property to fail to obtain a Housing Permit as required in §11-103, Housing Permit Required.*

2. **Surcharge.** In the event an authorized City official determines that ~~a dwelling or rooming unit is being occupied unlawfully under this Chapter~~ *an owner failed to obtain a necessary Housing Permit*, a non-compliance surcharge of \$1,000 per unit shall be imposed to the application fee and written notice of non-compliance shall be *delivered personally*, mailed to the owner by first class/certified mail *or email at the last known address*, ~~return receipt requested~~, as well as by posting written notice in the form of a placard on the front entrance of the subject property ~~conspicuously in or about the structure affected by such notice.~~ *If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service upon any executive officer of a corporation shall be a sufficient, but not the exclusive method of service upon the corporation. Service upon any partner of a partnership shall be a sufficient but not the exclusive method of service upon the partnership.*

Said notice of non-compliance shall advise the owner of the non-compliance surcharge and the requirement to submit the ~~Rental~~ Housing Permit application within 15 days from the date of the date of mailing and posting. Failure to submit a complete application within the prescribed time shall result in the assessment of a continuing non-compliance surcharge of \$300 per unit per month or portion thereof until such time as a complete application for a required ~~Rental~~ Housing Permit is received by the Property

Maintenance Division. The City of Reading may pursue an in personam action (legal proceeding against the person) for the collection of any outstanding surcharges owed.

3. **Review and Hearing.** Upon payment of the fees and surcharges set forth in subsection 2 above, a property owner may make written request to the Director of the Department of Community Development for: (a) review of any fees or surcharges (including the calculation thereof) imposed upon a finding of non-compliance, or (b) for a separate administrative hearing to challenge or dispute a finding of non-compliance and/or the calculation of any fees or surcharges imposed as a result thereof. The Director of the Department of Community Development or his designee shall conduct any requested review of fees and surcharges. In the event an administrative hearing is requested the request shall be accompanied by a deposit of \$500 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The administrative hearing shall be conducted by one of the independent hearing officers separately appointed by City Council to conduct hearings for conditional use applications in ~~rental~~ housing matters. The assignment of an independent hearing officer in response to the request shall be made by the City Clerk. The property owner will be notified in writing of the administrative hearing date, which shall be within 30 days of the request, and a written statement of findings of facts and conclusions of law shall be issued by the hearing officer within 15 days of said proceeding. The unexcused failure of the owner to appear for said hearing will result in the denial and dismissal of the challenge or dispute. The cost of the administrative hearing shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.

§11-114 Owner and Occupant Duties.

1. Owner's Duties.

- A. It shall be the duty of every owner and operator, authorized agent or manager to keep and maintain all rental units in compliance with all applicable codes and provisions of all applicable State laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to act to eliminate disruptive conduct in such rental units.
- B. It shall be unlawful for any person or entity to conduct or operate or cause to be rented either as owner, operator, responsible agent or manager any rental unit within the City of Reading without a valid and current ~~Rental~~ Housing Permit.
- C. It shall be the responsibility of every owner, operator, authorized agent or manager to employ policies and manage the rental units under his/her control in compliance with the provisions of this Chapter, the City Codes and Codified Ordinances and applicable State laws.

2. Tenant/Occupant Duties

- A. The occupant(s) shall comply with all obligations imposed unto by this Part and by the City of Reading Codified Ordinances including, but not limited to, Chapter 2, Animals, Chapter 3, Bicycles, Chapter 5, Code Enforcement, Part 6, Property Maintenance Code, Chapter 6, Conduct, Chapter 10, Health and Safety, Chapter 15, Motor Vehicles and Traffic, Chapter 20, Solid Waste, and Chapter 21, Streets and Sidewalks, as well as all State laws and regulations.

- B. The occupant(s) shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.
- C. The occupant(s) shall not engage in, nor tolerate, nor permit others on the premise to cause damage to the rental unit or engage in disruptive conduct, or other violations of this Part, City Codes or applicable State laws.
- D. Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed.

§11-115. Owners Jointly and Severally Responsible.

If any regulated dwelling unit or rooming unit is owned by more than one person, in any form of joint tenancy, as a partnership, corporation or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Part and shall be severally subject to prosecution for the violation of this Part.

§11-116 - Fees for ~~Rental~~ Housing Permits, Surcharges and Administrative Fees

1. Fee Schedule

Fees required for an application for, and annual renewal of, a ~~Rental~~ Housing Permit, as well as inspection-related and other applicable fees shall be established by City Council and included on the City's fee schedule.

2. Waiver of Fees

The permit fees established in subsection (1) above shall be waived if the owner ~~or operator~~, or the spouse, son, daughter, mother, father, sister or brother of the owner ~~or operator~~, occupy the units *a single family property*.

3. Prosecution of Violation.

Notwithstanding the above, nothing will prevent the Property Maintenance Division from commencing a summary offense criminal action via the issuance of a non-traffic citation for sections of Chapter 11 in accord with the Pennsylvania Rules of Criminal Procedure in the court of appropriate jurisdiction and the violations shall be deemed a strict liability offense.

~~§11-117 - Vacant Property Registration~~

- ~~1. A property that is a "vacant property" as defined in §11-102 herein shall be registered by the property owner or authorized agent with the City of Reading Property Maintenance Division on a Vacant Property Registration form prescribed by the Property Maintenance Division.~~

- ~~2. The registration of a vacant property with the Property Maintenance Division shall be required within 10 days of the subject property becoming a "vacant property" as provided herein and shall be accompanied by the payment of the applicable registration fee.~~
- ~~3. Each and every property registered as vacant property pursuant to the provisions herein shall be subject to inspection and verification by the Property Maintenance Division at any time during the original registration period or during any period of renewal thereof.~~
- ~~4. Vacant property registrations shall be valid for a period of one year and are required to be renewed on or before the end of the year on a form prescribed by the Property Maintenance Division. Payment of the applicable registration renewal fee as per the City of Reading Fee Schedule shall be required at the time of renewal.~~
- ~~5. Any change in the structural condition or integrity of a vacant property shall be reported in writing to the Property Maintenance Division within 7 days of such change.~~
- ~~6. Nothing herein shall prohibit a property owner from voluntarily registering a property as a vacant property prior to the expiration of 90 day period of non-occupancy.~~
- ~~7. Failure to register a property as vacant as defined herein will render said property as an illegal unit and subject to the same penalties as outlined in §11-113 Occupation of Premises Without Rental Housing Permit.~~

~~§11-118~~ §11-117. Tenant Information.

1. In addition to supplying information of the tenants of the dwelling unit or rooming unit on the initial or renewal application for a ~~Rental~~ Housing Permit the owner, on or before April 1 and September 1 of each year, shall provide to the City of Reading Property Maintenance Division on a form prepared and provided by said Division information of all tenants or other persons, including children under 18 years of age, occupying the dwelling unit or rooming room for which they are required to have a ~~Rental~~ Housing Permit, the full name, unit, floor or apartment number/designation and term of lease, date of entry and anticipated departure date. Landlord shall further indicate on said form if the dwelling unit or rooming unit is student housing and if said tenants are students.
2. The owner shall notify the City of Reading Property Maintenance Division of changes in the tenant listing within 10 days of such change by submitting an updated tenant listing on the form prepared and provided by the Property Maintenance Division. In so doing, the owner shall notify the City of the name of the person who is no longer residing at the dwelling unit or rooming unit.
3. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Property Maintenance Division with such information and documentation to support such belief as may be reasonably required by the Property Maintenance Division, such disclosure shall not be required.
4. Failure to provide the required information or failure to update such information as required by this Part is hereby made subject to the penalties set forth in this Part.

~~§11-119~~ §11-118. Official Notices.

All official notices, excluding notice of inspection, including, but not limited to, notices of violation relating to a dwelling unit or rooming unit shall be mailed to or personally served on the owner with a copy to the registered, authorized agent. All official notices, excluding notice of inspection which shall be in the manner set forth herein, shall be by first class mail to the address of record of the owner and registered, authorized agent and posting of the dwelling unit or rooming unit. The address of record of the owner shall be that provided to the Property Maintenance Division and in the absence of the same the address provided by the County of Berks. Any owner change of address must be performed through the County of Berks Assessment Office. The address of record of the authorized agent shall be that provided by the owner on the most recent permit application. It is the responsibility of the owner to change the address thereof or the identity or address of the authorized agent per the requirements hereof. There shall be a rebuttable presumption that any notice required to be given under this Part shall have been received by owner and/or local responsible agent if the notice was given in the manner provided. A claim of lack of knowledge by the owner of any violation hereunder or City of Reading Codes shall not be a defense to license nonrenewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such action were given and deemed received in accord with the applicable provisions of this Part.

~~§11-120.~~ §11-119. Placarding and Condemnation

The City of Reading Property Maintenance Division is hereby authorized to placard and condemn thereby requiring the immediate vacation, or within the discretion of the Property Maintenance Division, vacation within a specific and reasonable amount of time for vacation of a property that is being rented and for which a ~~Rental~~ Housing Permit has not been obtained or for which an inspection has not been performed or completed by the Property Maintenance Division as required by Section 109 of this Chapter.

§ 11-120. Appeal

1. Administrative Appeal

a. Except as provided in §11-113, Failure to Obtain Housing Permit, any person who is aggrieved by this Ordinance may appeal to the Director of Community Development or his/her designee by submitting a request for appeal in writing within fifteen (15) calendar days of the date of determination by the Property Maintenance Office.

b. The appeal hearing will be held before the Director of Community Development or his or her designee. The Administrator or his/her designee may uphold the appeal, deny the appeal or may modify the determination by the Property Maintenance Office as he/she sees appropriate.

2. Subsequent Appeals

Any subsequent appeal filed under this Ordinance, including a subsequent appeal to §11-113, Failure to Obtain Housing Permit, shall be filed to the Berks County Court of Common Pleas pursuant to 2 Pa.C.S. §751 and §752.

PART II.

DISRUPTIVE CONDUCT

§11-121. Definitions

DISRUPTIVE CONDUCT - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

DISRUPTIVE CONDUCT REPORT - a written report of disruptive conduct on a form to be prescribed therefore to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Property Maintenance Division.

TWELVE-MONTH PERIOD - for purposes of this Part 12-month period shall be calculated by counting 12 months back from the most recent disruptive conduct report.

~~§11-121~~§11-122. Disruptive Conduct.

1. **Investigation and Report of Disruptive Conduct.** Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a Disruptive Conduct Report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. A copy of the Disruptive Conduct Report shall be given or mailed to the occupant and mailed to the owner within 10 working days of the occurrence of the alleged disruptive conduct.
2. **Eviction.** After two disruptive conduct incidents in any 12-month period by an occupant documented by Disruptive Conduct Reports, the owner shall have 10 working days from the date of the written notice to begin eviction proceedings against the occupant(s) and pursue the same through any appeal to the Berks County Court of Common Pleas if reasonably requested by the Property Maintenance Division. This subsection is not intended to limit or inhibit the owner's right to initiate eviction action.
3. **Suspension or Revocation of ~~Rental~~ Housing Permit.** Failure of an owner or local authorized agent to take action required in subsection (3) above will result in the commencement of the process to suspend a ~~Rental~~ Housing Permit in accordance with per the process established herein, notwithstanding any other requirements therefore.
4. **Reinstatement of ~~Rental~~ Housing Permit.** The rental unit involved shall not have its ~~Rental~~ Housing Permit reinstated until the applicable reinstatement fee is paid and the disruptive occupants have been evicted, the Housing Board of Appeals has ruled in the occupant's favor, the Housing Board of

Appeals has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court thereby preventing their eviction. Notwithstanding this subsection, if there are violations assessed against the owner per the provisions of this Part which require suspension or revocation, a ~~Rental~~ Housing Permit shall not be reinstated until compliance with the requirements therefore have occurred.

5. ***Report Against All Occupants.*** The content of the disruptive conduct report shall count against all occupants of the rental unit. The content of the disruptive conduct report shall not count against all occupants of the rental unit if the complaint is initiated by one of the rental unit occupants. More than one Disruptive Conduct Report filed against the occupants of a rental unit in a 24-hour period shall count as a single disruptive conduct report for the purpose of the preceding subsection.

6. ***Maintenance of List of Disruptive Conduct Report Tenants and Occupants and Evicted Occupants.*** The Codes Enforcement Office shall maintain a list of the names of all occupants and tenants against whom a Disruptive Conduct Report is issued as a result of this Part. The Property Maintenance Division shall also maintain a list of all occupants and tenants evicted as a result of this Part. The names shall remain on the list for a period of 5 years.

~~§11-122~~§11-123. Housing Board of Appeals.

1. **Appeals.** The occupant and/or owner may appeal the contents of said Disruptive Conduct Report. Additionally, any person aggrieved by the suspension, nonrenewal, denial or revocation of a ~~Rental~~ Housing Permit may appeal. All appeals must be filed, in writing, with the Administrator of the Property Maintenance Division, with the appropriate filing fee, as per the City of Reading Fee Schedule, within 10 working days from the date of receipt of the disruptive conduct report or notice of suspension, nonrenewal, denial or revocation of a ~~Rental~~ Housing Permit.

2. Organization.

- A. **Membership.** The Housing Board of Appeals shall be a body of seven members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson, Administrator of the Property Maintenance Division or their designee; the Chief of Police or his/her designee; an owner of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading.
- B. **Alternates.** There shall be three alternate members: an owner, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.
- C. **Appointment.** All members of the Board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council Member, who shall be appointed by the Council President.
- D. **Term.** A member or alternate member shall serve a term of not more than 3 years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered terms of 1, 2 and 3 years.

- E. **Powers of Designee and Alternates.** Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.
 - F. **Oaths and Subpoenas.** The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by the parties.
 - G. **Quorum and Majority Vote.** Four members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.
 - H. **Removal of Members.** Any member may be removed for misconduct or neglect of duty or for other just cause by a majority vote of Council taken after the member has received 15 days advance notice of the intent to take such vote. Failure of a member to attend three consecutive regular meetings of the Board will constitute grounds for immediate removal from the Board by City Council. Failure of a member to attend at least 50% of the regular meetings of the Board in a calendar year will constitute grounds for immediate removal from the Board by City Council. The Chairperson of the Board shall inform the City Clerk in writing when a member has failed to comply with this attendance policy. Following such notification, City Council may vote to remove the member and seek applicants to fill the vacant position.
3. **Powers.** The Board shall have the following powers:
- A. **Promulgate Rules and Regulations.** To adopt and administer the rules of procedure regarding its organization, officers (except the Chairperson), times and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within the Board's jurisdiction.
 - B. **Hear and Decide Appeals.** To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the police officer or public officer in the enforcement of the provisions of this Part.
 - C. **Grant Modification or Variance.** To modify any notice of violation or order and to authorize a variance from the terms of this code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.
 - D. **Grant Extension of Time.** To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code [Chapter 5, Part 6] and other applicable sections of the City of Reading Codified Ordinances of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.
 - E. **Timeliness.** In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within ~~40~~ **15** working days after the appeal hearing.
 - F. **Oaths and Subpoenas.** The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by parties.

- G. **Authority.** The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the police officer or public officer; provided, however, that the Housing Board of Appeals, in its determination, shall be bound by this Part and shall not ignore the clear provisions and intent of this Part.
2. **Effect of Appeals.** Any decision or order issued under, per and in accord with this Part, shall be held in abeyance upon the timely filing of an appeal thereof with the Housing Board of Appeals. Said abeyance shall include, but not be limited to, revocation, suspension, denial or nonrenewal of a ~~Rental~~ Housing Permit until the appeal is resolved. An appeal of the two disruptive conduct reports within a 12-month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the second disruptive conduct report.
3. **Enforcement upon Resolution of Appeal of Housing Board.** If this appeal is of a second disruptive conduct report and the decision of the police officer or public officer has been affirmed, within 10 working days and time for compliance as required by the decision of the Housing Board of Appeals, the public officer shall re-inspect to determine compliance as to whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings. If, when so required by a second disruptive conduct report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, and for compliance as required by the decision of the Board has expired, the public officer shall institute revocation of the ~~Rental~~ Housing Permit pursuant to the provisions set forth in this Part.

~~§11-123~~ §11-124. Appeal to Court of Common Pleas.

Any person, including the police officer or public officer for the City, aggrieved by any decision of the Housing Board of Appeals, may appeal to the Court of Common Pleas of Berks County. Such appeal shall be made by a duly verified petition in accord with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be incorrect or illegal, in whole or in part. Said petition shall be filed with the Court of Common Pleas within 30 days after service of the decision. Notice of the appeal shall be served upon all parties to the appeal before the Housing Board of Appeals, including the Board and City of Reading, at the time of its filing. An appeal to the Court of Common Pleas of a decision of the Housing Board of Appeals shall not hold automatically stay enforcement of the Board's decision.

~~§11-124~~ §11-125. Share Information.

The City of Reading Property Maintenance Division is authorized to share any and all information obtained under this Code with the other Departments and Divisions of the City of Reading.

~~§11-125~~ §11-126. Compliance with Other City of Reading Ordinances

Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with the provisions (sections) of all other applicable City Ordinances including, but not limited to, the International/City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5,

Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1], and Zoning Ordinances [Chapter 27].

ORDINANCE NO. _____ - 2013

AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE READING BERKS ASSOCIATION OF REALTORS AND THE CITY OF READING TO ALLOW CORE PROPERTIES TO BE MARKETED AND SOLD AS OWNER OCCUPIED SINGLE UNITS OR OWNER OCCUPIED RESIDENTIAL OR MIXED USE RENTALS.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

Whereas, the Reading Berks Association of Realtors proposed the Community Reinvestment (CORE) Program to City Council, the Administration and the Reading Redevelopment Authority in early 2011; and

Whereas, after several work group meetings with the Reading Berks Association of Realtors, the City of Reading recognized that the Core Program could assist the City of Reading in improving its housing stock and could help to reduce the number of vacant and blighted properties within the City of Reading; and

Whereas, the current Memorandum of Understanding between the Reading Berks Association, Reading Redevelopment Authority and the City of Reading restrict marketing and sale of Core properties to residential use only; and

Whereas, the City of Reading permits both residential or mixed use properties in various zoning districts as per the City of Reading's Zoning Ordinance.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute the amended Memorandum of Understanding as attached in Exhibit A that allows CORE properties to be marketed and sold as both owner occupied single units or owner occupied residential or mixed use rentals.

SECTION 2: This Ordinance shall become effective in ten (10) days after its adoption and approval by the Mayor in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2013

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

“Exhibit A”

LPG-CORE

LOCAL PROJECT GUIDELINES

This form recommended, approved AND RESTRICTED for use
in the CORE Project of the Pennsylvania Association of REALTORS® (PAR).

Selling Municipality/Entity: City of Reading

By signing below, the individual(s) preparing these local project guidelines on behalf of the municipality or entity acknowledge having received and read the Local Project Guidelines Information and Instructions Document (Form LPG/I-CORE) provided by the members of the local CORE Project committee, and further acknowledge that any REALTORS® involved in discussions regarding these guidelines and criteria did not engage in any anti-competitive behavior or collaboration during this process.

Signature _____
Mayor

Signature _____
RRA Executive Director

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Signature _____
President R-BAR

Name _____

Title _____

Date _____

1. Types of Properties to be Sold

- ☐ Existing single-family residential suitable for occupation (%)
- ☐ Existing single-family residential in need of substantial renovations (%)
- ☐ Existing multi-family (%)
- ☐ Vacant lots (single) (%)
- ☐ Vacant lots suitable for large-scale development (%)
- ☐ Existing or potential commercial/industrial sites (%)

2. Selecting Eligible Listing Agents

A) Number of Potential Listing Agents

- ⌚ Multiple agents will be eligible to list properties (e.g., a pool of eligible agents will be selected)
- ⌚ A single agent will be selected to handle all listings

B) When to Select Agents

- ⌚ The eligible agent(s) will be selected prior to the selection of properties
- ⌚ A listing agent will be selected each time a property is going to be sold

C) Membership & Educational Criteria

- ⌚ All listing agents must be REALTOR® Members
- ⌚ Listing agents do not have to be REALTOR® members
- ⌚ All listing agents must earn the CORE designation
- ⌚ Listing agents do not have to earn the CORE designation
- ⌚ Listing agents must meet the following additional criteria:
 - Full time
 - Three years experience
 - Member of Reading-Berks Association
 - A considerable amount of transactions within the City of Reading

3. Selecting Properties to List

A) Describe your local goals for the CORE Project:

Through the use of a CORE Task Force, the City aims to

- Restore properties to productive use;
- Encourage purchase by owner-occupants;
- Encourage planned development; and
- Enhance the tax base

B) Describe the process for selecting the properties to be listed through the CORE Project:

The City will provide a list of selected properties for determination. The CORE Task Force will meet at least quarterly to discuss this list.

4. Pricing Properties

- ⌚ We will request a comparative market analysis (“CMA”) from multiple prospective listing agents
- ⌚ We will obtain one CMA from the selected listing agent
- ⌚ We will *not* use CMAs, but will obtain full appraisals for each property from certified appraisers
- ⌚ We will *not* use CMAs or appraisals, and will establish listing prices internally

Describe the process for selecting providers of CMAs/appraisals, and for establishing the listing price: (NOTE: state law says real estate licensees may not provide CMAs if they do not have a realistic opportunity to obtain the listing.)

CMA will be given by listing agent. The listing price will take into account the CMA as well as the rehab cost. The rehab costs will be held by the lender and paid to the buyer as various portions of the rehab is completed.

5. How to Distribute Listings to Listing Agents

Describe the process for distributing listings among prospective listing agents:

Selection will be completed on a rotating basis based on an initial interview.

6. Fees and Listing Broker Terms/Conditions

A) Standard Contract/terms

☐ We will establish standard listing terms for all listings

☐ We will negotiate terms individually for each listing

☐ We will use the PAR listing contract modified for CORE (Form XLS-CORE)

☐ We will use whatever contract is presented by the listing agent

☐ We will use local counsel to draft our own proprietary listing contract

B) Listing Period

(NOTE: Listing period can never be longer than 1 year, and cannot have an automatic extension)

☐ Listing Period will be the same for all listings: 1 year

☐ Listing Period will be negotiated for each listing

☐ Listing Period will differ based on type of listing (e.g., land, single-family, commercial, etc.)

Describe the listing period for each type of property:

C) Broker's Fee (total fee, including cooperating broker compensation)

☐ Listing Broker's Fee will be the same for all listings: _____

☐ Listing Broker's Fee will be negotiated for each listing

☐ Listing Broker's Fee will differ based on type of listing (e.g., land, single-family, commercial, etc.)

Describe Listing Broker's Fee for each type of property:

The Broker's Fee will based on a hybrid percentage rate/flat fee

1) Cooperating Broker Compensation (a portion of total Broker's Fee, above)

- ☐ Cooperating Broker Compensation will be the same for all listings: _____
- ☐ Cooperating Broker Compensation will be negotiated for each listing
- ☐ Cooperating Broker Compensation will differ based on the type of listing (e.g., land, single family, commercial, etc.)

Describe Cooperating Broker Compensation for each type of property:

D) Protection Period

- ☐ Protection Period will be the same for all listings: 60 days
- ☐ Protection Period will be negotiated for each listing
- ☐ Protection Period will be different based on the type of listing (e.g., land, single-family, commercial, etc.)

Describe Protection Period for each type of property:

E) Additional Terms and Conditions

7. MLS Exposure

- ☐ CORE properties will be included in the Multiple Listing Service (MLS). Listings will include one or more photographs and the street address of the property.
- ☐ CORE properties will not be included in the MLS. Failure to include the property in the MLS may reduce the number of potential buyers who are made aware of the property.

8. Buyer Criteria

A) Criteria for Buyer Representatives

- ☐ We will not restrict which agents may work as buyer agents.
 - ☐ Buyer representatives should review CORE educational materials available to buyers
 - ☐ Buyer representatives should review the following information provided by sellers:
- ☐ We will instruct listing agents to ONLY present us with offers from buyer agents who meet the following criteria (and from no others):

B) Buyer Preferences

- ☐ We will offer preferences to owner-occupants
 - ☐ Exclusive listing period for owner-occupants: _____ Days
 - ☐ Other preferences, benefits or incentives available only to owner-occupants (list):
 - Neighborhood Housing Programs
 - Reduce Transfer Tax from 3.5% to 1%
 - Retap

Building and Trades permit reduced from 1.5% to 1%

Municipality/Entity: City of Reading, page 5

- † Other preferences, benefits, incentives or limitations based on type of buyer (identify types of buyers and the limitations/benefits):

C) Buyer Eligibility Guidelines

1. † Buyers should complete CORE educational materials for buyers
† Buyers must submit a completed PAR Buyer's Financial Information form (Form BFI-CORE)

† We may attach a locally prepared addendum with additional questions to be answered
† Buyers must submit a qualification form developed by local counsel
2. † Buyers must submit the following information in addition to, or instead of, a pre-drafted form:

Describe the overall criteria that will be used to screen potential buyers. Include items that will automatically disqualify buyers, and as much as possible, describe how other criteria will be evaluated:

~~All sales are intended for residential purposes only.~~ Buyers will be limited to individuals looking to buy homes who intend to rehab the properties and use them as owner occupied single units or owner occupied ***residential or mixed use rentals as approved by the Zoning Administrator/Zoning Hearing Board.*** The City will not consider buyers who are tax delinquent, have had properties determined or certified as blighted or who are or have been otherwise repeatedly in violation of any City ordinances.

9. Governmental or Private Incentives

The following incentives may be available to purchasers (please identify the program, benefit, restrictions (if any) and where to find additional information):

NHS: Home Ownership Program – Available for first time home buyers. This programs provides assistance with down payment/closing costs as well as up to 20% purchase price (2nd mortgage)

NHS: Keystone Renovate and Repair Program - Must own the home. This program will help finance rehab up to \$35,000. Does not have to be low income.

State programs –Subject to availability

DCED – Subject to availability

KOZ – Subject to availability

10. Rehabilitation, occupancy and resale restrictions

- † There will be rules/restrictions on rehabilitation (timelines, criteria, etc.)
Describe the review process and any criteria to be applied (e.g., what plans should include, where should plans be submitted, what criteria will be used to review them, and whether pre-approval will be necessary for a fully executed purchase agreement):

The City will incorporate into each individual sales agreement the rehab work that needs to be performed including the timelines and criteria for the work.

Zoning plans must be submitted directly to the Zoning Hearing Board.

Municipality/Entity: City of Reading, page 6

The City of Reading One Stop program is available where appropriate.

└─ Occupancy restrictions/requirements will be imposed for one unit (e.g., limits on rental use)

Describe restrictions/requirements, including any sanctions for non-compliance:

Restriction –Owner occupied including owner occupied rental

If the rehab work is not completed in a timely fashion, there will be a one-time only 90 day extension granted upon request. Otherwise, the property will revert back to the City within 1 year. A financial damages clause for non-compliance will be included in the sales agreement.

└─ Resale restrictions/requirements will be imposed (e.g., resale purchasers must comply with the same restrictions as the original purchaser)

Describe restrictions/requirements, including any sanctions for non-compliance:

There will be a Deed restriction of owner occupancy including owner occupied rentals and a continuing reversion clause placed on all properties. An owner can apply to the City of Reading to have the Deed restriction lifted after the tax abatement period has ended. Should a property be found to not have an owner occupancy use, the City will petition the Court of Common Pleas to have the property reverted back to the City.

11. Standard Forms

└─ We will use the following PAR Standard Forms:

└─ Listing Contract (Form XLS-CORE)

└─ Seller Property Disclosure (Form SPD)

└─ Hold Harmless Agreement (Form HHA-CORE)

└─ Buyer's Financial Information (Form BFI-CORE)

└─ Agreement of Sale (Form ASR-CORE) and related addenda

└─

└─

└─ We will use the following forms drafted by local counsel:

└─

└─

└─

└─

12. Seller Negotiation Procedures

Please include both names and titles to help identify specific individuals

Written offers will be presented to: Solicitor

Initial offers will be responded to within: 5 days

Municipality/Entity: City of Reading, page 7

Counteroffers may be made by: Solicitor

Criteria for counteroffers: _____

Final approval/rejection by: City Council/Redevelopment Authority within 30 days

Process for approval/rejections (eg., vote of board or committee, approval by single individual, etc.):

Approvals or rejections will be by majority vote of City Council and the Redevelopment Authority.

Estimated time period for final approval/rejection (e.g., X days from submission, voting body meets only once a month, etc.): Approximately 35 days

ADDITIONAL INFORMATION

BILL NO. _____-2013

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND EGELMAN'S PARK ASSOCIATION FOR A PORTION OF PREMISES KNOWN AS EGELMAN'S PARK.

WHEREAS, the City of Reading is the legal owner of certain property known as Egelman's Park situate in the City of Reading, Berks County, PA; and

WHEREAS, the City of Reading desires to lease a portion of the aforementioned premises for its use for various recreational purposes; and

WHEREAS, the City of Reading finds that leasing said premises to Egelman's Park Association for said purpose is in the best interests of the City of Reading,

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and Egelman's Park Association for a portion of certain property known as Egelman's Park, Reading, Berks County, Pennsylvania as set forth in the attachment.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2013

President of Council

Attest:

City Clerk



City of Reading, PA Commercial Lease

The City of Reading provides various Park and Recreation facilities throughout the City for the use and enjoyment of its residents. It is the goal of the City to make the facilities available for use by organizations and individuals for non-profit recreational purposes. The City's Parks are open to the public from dawn to dusk & individuals, or groups, may reserve the use of facilities.

RECITALS

City of Reading, hereafter "LESSOR" is the owner of the municipal park facility known as Egelman's Park, located within the City of Reading; and

Egelman's Park Association, hereafter "LESSEE" is engaged in the business of managing organized youth athletic leagues that for the past twenty (20) years have operated on Egelman's Field, within Egelman's Park; and

LESSOR and LESSEE have had a business relationship for more twenty (20) years and wish to continue that relationship for another lease term, as specified in this AGREEMENT.

In consideration of the mutual promises herein contained, acknowledged and accepted without reservation by the LESSOR and LESSEE, the City of Reading and _____ hereby mutually undertake, promise, and agree to the following:

AGREEMENT

This COMMERCIAL LEASE AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2013 by and between the City of Reading ("LESSOR") and _____ ("LESSEE").

ARTICLE I – LEASE OF PREMISES

1.1 Leased Premises: Subject to the terms and conditions of this AGREEMENT, LESSOR hereby grants to LESSEE an exclusive Lease for Egelman's Field and for the adjacent concession facility, (hereafter the "PREMISES"), for the operation and management of youth athletics.

1.2 Improvements and Additions: LESSEE hereby accepts the PREMISES from LESSOR in its present condition. LESSEE shall not cause or permit any changes, alterations, repairs, painting, staining, signage etc., to the PREMISES unless approved by the City. Any subsequent alterations, additions, improvements, etc. upon the PREMISES shall be made with the express written approval by the City, and thereafter maintained at the expense of LESSEE in accordance with the terms and conditions of this AGREEMENT. Any authorized alterations, additions, improvements; etc made to the PREMISES shall be considered the LESSOR's exclusive property.



- 1.3 Assignment: LESSEE may not assign, in whole or in part, this AGREEMENT or its duties, obligations, or privileges without the prior written consent of the City.

ARTICLE II – LEASE TERM

- 2.1 Term: This AGREEMENT shall begin on the first (1) day of June, 2013 and end on thirty-first (31) day of December, 2013. It is agreed between the parties that the LESSEE is allowed to operate its charitable nonprofit recreational/athletic association on the PREMISES and is responsible for the operation and day-to-day use of the land and facilities leased for the duration of this AGREEMENT. The City, however, reserves the right to grant use of the land and facilities leased on those days, and at those times, which have not been scheduled by the LESSEE.
- 2.2 Termination: LESSOR expressly reserves the right to terminate this AGREEMENT without cause by delivering written notice to the LESSEE's address on file.
- 2.3 Default: If LESSEE is in default of any terms and conditions of this AGREEMENT or violates any laws of the United States, the Commonwealth of Pennsylvania, or applicable City of Reading ordinances, and thereafter fails to correct the performance constituting breach upon five (5) days of written notice, the LESSOR may exercise any rights or remedies for such default that LESSOR may have at law or in equity, including the right to terminate this AGREEMENT.
- 2.4 Holding Over: If LESSOR permits the LESSEE to occupy the PREMISES beyond the AGREEMENT, or past the date of Termination, the tenancy thereafter shall be on a period of a three (3) month basis and remains subject to all terms and conditions of this AGREEMENT.

ARTICLE III – FEES, EXPENSES, & RECORDS

- 3.1 Rent: For the privileges granted the LESSEE herein, LESSEE is not required to pay rent to the LESSOR for the duration of this AGREEMENT.
- 3.2 Utilities: LESSEE is responsible for the payment of electric associated with their use and operation of UTILITY ACCOUNTS, defined as (1) the lights on the ball field; and (2) and the concession kitchen at the Field, on the PREMISES for the duration of the AGREEMENT, and tenancy. These locations are separately metered and LESSEE is responsible for them during the Term of this AGREEMENT, should a circumstance require the LESSOR to use the equipment associated with the UTILITY ACCOUNTS, the City is responsible for those expenditures and will reimburse LESSEE for costs associated with their use. Failure to pay utilities by LESSEE constitutes Default of this AGREEMENT. All remaining utilities expenses, excluding UTILITIES ACCOUNTS, will be paid by the LESSOR.
- 3.3 Records: LESSEE shall keep an accurate set of financial records, pursuant to its business, and shall furnish to the City/LESSOR upon request, all information deemed pertinent to its operation and business organization. Moreover, LESSOR shall be given full access to

LESSEE's complete financial and business records, including schedules, for all reasons related to the contractual relationship between the parties.

ARTICLE IV – USE OF THE PREMISES

- 4.1 Permissible Uses: During the Term of this AGREEMENT, LESSEE shall use the PREMISES for the purpose of operating a non-profit recreational/athletic association comprised in part by the East Reading Athletic Association, Central Catholic High School, and the Berks County Catholic Youth Organization. For the duration of the AGREEMENT, the LESSEE, in operation of the PREMISES or in granting permission for its use, remains subject to the laws of the United States, Commonwealth of Pennsylvania, and the City of Reading and agrees not to discriminate against participation on the basis of race, creed, sex, or color.
- 4.2 Hours of Operation: The LESSEE is allowed to access, utilize, and schedule events on the PREMISES as necessary to perform its business purpose under this AGREEMENT.
- 4.3 Equipment Repair and Replace: Any and all repairs, maintenance, or replacement of fixtures or equipment shall be made at LESSEE's expense. Any equipment owned by the LESSEE previous to this AGREEMENT that is repaired, maintenance, or replaced, shall remain the property of the LESSEE and subsequently removed at this termination of this AGREEMENT.

ARTICLE V – MAINTENANCE & REPAIR

- 5.1 Maintenance by the LESSEE: LESSEE shall keep the PREMISES in the condition as when delivered at the time of this AGREEMENT, and in compliance with all codes promulgated by the City of Reading. LESSEE is responsible general maintenance and upkeep, excepting ordinary wear and tear or an act of God. In the event of material change to the condition of the PREMISES, the LESSEE shall provide LESSOR prompt notice of the defective circumstance, there by granting LESSOR opportunity to exercise reasonable measures and due diligence to repair.
- 5.2 Additional Maintenance: LESSEE agrees to the following during the business purpose of this AGREEMENT: (a) follow all rules and regulations of the City of Reading Public Works Department; (b) ensure that all trash accrued during business operation for the purposes of this AGREEMENT is disposed of in the proper receptacles for collection by the LESSOR.

ARTICLE VI – INDEMNIFICATION

- 6.1 Indemnification: The LESSEE agrees to protect, defend, and hold harmless City/LESSOR from any and all claims, damages, suits, or expenses, and charges, including legal fees in defense thereof that might be asserted by any party participating in, or arising out of, or related to the this AGREEMENT. This includes, but is not limited to courts costs and expert fees, incurred by the negligent acts or omissions of LESSEE, agents, officers, invitees, or licensed occupants of the PREMISES. If portions of this AGREEMENT are held invalid, this provision shall remain in effect as a separate contract between the LESSOR and LESSEE.

ARTICLE VII – MISCELLANEOUS PROVISIONS

7.1 Applicable Laws: This AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the City of Reading.

7.2 Headings: The headings and underlined captions herein are used for convenience only, and are not to be construed in the interpretation of this AGREEMENT.

7.3 Notices: The LESSOR, including attention to, and LESSEE's address for all notices required under this AGREEMENT shall be:

7.4 Independent Contractor: LESSEE is and at all times under this AGREEMENT shall be considered as an Independent Contractor and is not a City of Reading employee.

7.5 Entire AGREEMENT and Modification: This instrument memorializes the entire and whole AGREEMENT as accepted by the parties, and supersedes any and all other AGREEMENTs or understandings. There shall be no modification of this AGREEMENT, except in writing, and unless accepted mutually by the Parties.

7.6 Severability: If any provision(s) of this AGREEMENT or provision is held invalid or deemed impermissible, such provision(s) will be considered severable and will not affect other provisions or applications of this AGREEMENT which can be given effect and remain in intact.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed this day and year first above written.

City of Reading/LESSOR

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Egelman's Park Association/LESSEE

By: _____

Date: _____

Attest: _____

Date: _____

BILL NO. _____-2013

A N O R D I N A N C E

AUTHORIZING THE MAYOR OF THE CITY OF READING, PA TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE THE CONSENT TO THE TRANSFER OF CERTAIN REAL ESTATE AND THE RELATED ASSUMPTION OF THE ASSOCIATED LOAN OBLIGATION BETWEEN GOGGLE WORKS VENTURES, L.P., AND GOGGLE WORKS, LLC.

WHEREAS, PURSUANT TO LOAN AGREEMENT DATED DECEMBER 28, 2005, THE CITY PROVIDED HUD SECTION 108 FINANCING TO GOGGLE WORKS VENTURES, L.P. IN THE AMOUNT OF \$4.3 MILLION IN CONNECTION WITH THE GOGGLE WORKS ART CENTER

WHEREAS, THE AFORESAID LOAN HAS BEEN REDUCED BY PAYMENTS ON ACCOUNT SUCH THAT THE CURRENT PRINCIPAL BALANCE IS \$1.8 MILLION

WHEREAS, GOGGLE WORKS VENTURES, L.P. AND GOGGLE WORKS LLC HAVE ENTERED INTO AN AGREEMENT TO TRANSFER TO GOGGLE WORKS LLC BOTH THE REAL ESTATE AND THE OBLIGATION TO REPAY THE REMAINING BALANCE OF THE HUD SECTION 108 LOAN

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to enter into an agreement providing for (a) the consent to the conveyance of real estate from Goggle Works Ventures, L.P to Goggle Works L.L.C. subject to the Mortgage and (b) the substitution of Goggle Works LLC as the Borrower under the loan documents associated with the HUD Section 108 Loan.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2013

President of Council

Attest:

City Clerk

ORDINANCE ____-2013
Version 1 – February 28, 2013 – Business Analyst

AN ORDINANCE AMENDING THE 2013 FULL-TIME POSITION ORDINANCE.

The Council of the City of Reading hereby ordains as follows:

Section 1. The 2013 Position Ordinance shall be amended as follows:

- A. Administrative Services, Human Resources Division: changing the position Program Coordinator to Human Resources Assistant.
- B. Department of Community Development, Property Maintenance Division: reducing the number of Property Maintenance Inspectors by one (1), reducing the number of Property Maintenance Aides by one (1), and increasing the number of Development and Inspections Clerks by two (2).
- C. Administrative Services, Citizens Services Center: increasing the number of Municipal Aides by two (2).

Section 2. This ordinance shall become effective ten (10) days after its adoption in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Section 3. Any and all ordinances which are contrary to the amendment are hereby repealed.

Enacted by Council _____, 2013

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

AGENDA MEMO

To: Council President Acosta
Members of City Council
From: Carole Snyder, Managing Director
Date: March 6, 2013
Re: Proposed Changes to the 2013 Full-Time Position Ordinance

The attached Ordinance proposes to make a few changes to the 2013 Full-Time Position Ordinance which are cost-neutral to the General Fund.

Based upon an analysis of inspection productivity and clerical workload, we propose to eliminate one property maintenance inspector and one Property Maintenance Aide and replace them with two full-time clerks.

To maintain a sufficient level of staffing within the CSC, we propose to retain two full-time positions, but assign them principally to a records digitization project related to the waste-water treatment facility, which will reimburse the General Fund for the salary and benefits cost associated with the two positions. This staffing level will be minimally sufficient to provide necessary levels of coverage (considering lunches, breaks and vacations) so as to prevent professional staff from being diverted from their tax collection and business registration initiatives.

Finally, the Human Resources manager proposes a title change for one position: from Program Coordinator to Human Resources Aide.

R E S O L U T I O N N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That Frank Denbowski is appointed to the Charter Review Commission.

Adopted by Council _____, 2013

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That Randy Corcoran is appointed to the Charter Review Commission.

Adopted by Council _____, 2013

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O._____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That Marcia Goodman-Hinnershitz is appointed to the Charter Review
Commission.

Adopted by Council_____, 2013

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O._____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That Carl Geffken is appointed to the Charter Review Commission.

Adopted by Council_____, 2013

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That John Slifko is appointed to the Charter Review Commission.

Adopted by Council _____, 2013

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That Sam Ruclowicz is appointed to the Charter Review Commission.

Adopted by Council _____, 2013

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk